

Solicitors' Journal.

LONDON, DECEMBER 27, 1879.

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CURRENT TOPICS.

It is UNDERSTOOD that the new rules under the Supreme Court of Judicature (Officers) Act, 1879, were considered at a recent meeting of the judges, and that certain of the rules, relating to the organization of the departments of the Central Office of the Supreme Court were signed, and will be shortly made public.

THE RULES under the Summary Jurisdiction Act, 1879, have appeared, accompanied with a bulky schedule of forms. The first part of the rules has reference to the particulars to be entered in the register of convictions, orders, and other proceedings, to be kept by the justices' clerks under section 22 of the Act, and to the form of the account to be rendered and kept by these officials of the fines, fees, and other sums received by them. The form of security to be given for payment of fines is prescribed, and the mode in which the "security-book" is to be kept, also the mode of notice of forfeiture of the security. The time for application to state a special case, under section 33 of the Act, is limited to seven days from the date of the proceeding to be questioned, and the case is to be stated within three calendar months from the date of the

cation. Most of the other rules have reference to the procedure under section 35 of the Act, relating to the recovery of sums declared by the Act to be civil debts (i.e., sums recoverable on complaint, and not on information). The procedure prescribed is a judgment summons, to be (whenever practicable) served personally on the debtor not less than two clear days before the day on which he is required to appear. Provision is made for the payment of the amount by the debtor before or after he is imprisoned, and for the plaintiff's costs in endeavouring to enforce the order.

THE SCHEME of the new regulations for the organization of the Central Office of the Supreme Court may be shortly stated as follows:—There will be constituted for all the Divisions of the High Court (1) a Writ, Appearance, and Judgment Department, the business of which will be the issue of writs of summons; the entry of writs, appearances, and judgments; the sealing of notices for service under ord. 16, r. 18; the receipt and filing of pleadings, and the transaction of all business heretofore conducted in the Record and Writ Office, except such part thereof as is transacted in the Record Department. (2) A Summons and Order Department, the business of which will be the issue of summonses in the Queen's Bench, Common Pleas, and Exchequer Divisions, and the drawing up of all orders, made either in court or in chambers, of those Divisions. (3) A Record Department, the business of which will be the filing of affidavits used in the Chancery, Queen's Bench, Common Pleas, and Exchequer Divisions, and the making or examination of office and certified copies of such affidavits; the making and examination of copies of depositions, and the custody of exhibits deposited for inspection and copying. (5) A Taxing Department, for the taxation of costs in the Queen's Bench, Common Pleas, and Exchequer Divisions (except such costs as have heretofore been taxed in the Queen's Remembrancer's Office or the Queen's Coroner's Office). The other departments of the Central Office will, we believe, be the Report, Inrolment, Judgments, Bills of Sale, Married Women's Acknowledgments, Queen's Remembrancer's, Queen's Coroner's, and Associates' Departments. The names of these last departments will afford a sufficient indication of the business to be transacted in them.

ORDER 55 provides that, subject to the provisions of the Judicature Act, 1875, "the costs of and incident to all proceedings in the High Court shall be in the discretion of the court, . . . provided that, where any action or issue shall be tried by a jury, the costs shall follow the event, unless, upon application made at the trial, for good cause shown, the judge before whom such action or issue is tried, or the court, shall otherwise order." In *Collins v. Welch*, recently heard by the Court of Appeal at Westminster, the action was tried at Croydon in July last, and resulted in a verdict for the plaintiff for £12. Upon the verdict being given, Mr. Justice Denman said he would consider whether the plaintiff should have his costs or not. The defendant's counsel was in court when the verdict was given, and was instructed to apply for costs under order 55, but, after the remark of the judge, the plaintiff's counsel rose and urged several reasons why the plaintiff's costs should not be disallowed, and eventually, without any application by the defendant's counsel, the judge ordered that the plaintiff should not have his costs. The Common Pleas Division were subsequently asked to set aside this order. On this occasion the court was composed of Grove and Lopes, JJ., who not long before had decided the case of *Turner v. Heyland* (L. R. 4 C. P. D. 432), in which the point for decision was practically on all fours with that in *Collins v. Welch*; and in *Turner v. Heyland* the court held that, upon the true construction

of order 55, a formal application by the defendant's counsel was not a condition precedent to the judge at the trial disallowing the plaintiff's costs. In *Collins v. Welch* the court said that *Turner v. Heyland* had never been appealed against, and they were bound by that decision. Upon the hearing of *Collins v. Welch* in the Court of Appeal, that tribunal affirmed the decision of the court below, on the ground that there had been what may be called a constructive application to the judge at the trial, and cause had been shown against the order. Lord Justice Bramwell expressed an opinion that no application was necessary to enable the judge at the trial to disallow the plaintiff's costs. Lords Justices Brett and Cotton, on the other hand, thought that such application was necessary; but as they decided the case on the ground just mentioned, the court agreed that it was unnecessary to decide this point. The judgment is not very satisfactory. *Collins v. Welch* is affirmed on the particular facts, and *Turner v. Heyland* is not absolutely overruled, for the principle upon which it was decided has the sanction of Lord Justice Bramwell, but it is dissented from by Lords Justices Brett and Cotton. Both in *Turner v. Heyland* and *Collins v. Welch* it was strongly urged that, if a formal application by the defendant's counsel were necessary, injustice might sometimes happen—for instance, the judge and the counsel might be absent from court when the verdict was given, and the verdict might be taken by the associate. This possible state of things was accepted by the court as an additional reason why the judge should use his discretion as to costs, independently of the making of any application by the defendant's counsel. Curiously enough, this hypothetical case was anticipated by Lord Justice Amphlett (*Baker v. Oakes*, L. R. 2 Q. B. D. 171), who was of opinion that the application as to costs might be "formally made to the officer delegated by the judge to take the verdict."

THE QUESTION of allowing the costs of three counsel in the Chancery Division has advanced another step; perhaps only to be buffeted back by the Court of Appeal. When we last alluded to the matter it was in this position: in order to obtain the costs of three counsel "there must not only be importance of value, but also an unusual quantity of evidence, and an unusual call upon the time of counsel from the length of the hearing" (*In re Lafitte*, 24 W. R. 7). And upon the question of fact as to whether a case is or is not of this description, the decision of the taxing master is final, "unless some question of law or of principle is involved." (*Robinson v. Chadwick*, 23 SOLICITORS' JOURNAL, 577). Mr. Justice Fry, however, on Saturday last, in a case of *Millard v. Burroughes*, reversed the decision of a taxing master allowing only two counsel, on the ground that it was the practice in the Common Law Divisions, whenever more than twenty witnesses were called, to allow the costs of three counsel. But as the action was purely one which would formerly have been called a common law action, the inference which can be safely drawn from the decision is somewhat limited.

THE RECENT SITTINGS of the House of Lords for the hearing of appeals during prorogation lasted (with some interruptions) for six weeks. The list contained seventeen appeals, and out of this number seven English and two Irish cases have been disposed of, while two Scotch appeals are awaiting judgment. The part-heard case of *The Commissioners of Public Works v. Dalton, & Angus v. Dalton* has been postponed for the attendance of the judges, and five other appeals (including the *Clewer Ritual* case) have still to be heard.

THERE WILL BE no special vacation notice published, so far as concerns the chamber work of the judges of the Chancery Division, but the regulations issued before the

last Long Vacation as to applications which may require to be immediately or promptly heard by the Vacation Judges, will hold good for the Christmas Vacation.

BARON HUDDLESTON is making favourable progress towards recovery from his illness, and his lordship's attendants are not without hope that the learned Baron will be able to undertake some part of his circuit duties.

THE Solicitors' Benevolent Association has received a gift of £500 Consols from the residuary estate of the late Miss Harriet Hurst, through the kindness of her executors.

TITLES OF NEWSPAPERS AND BOOKS.

II.

If the right which can be obtained in a title is a right of property, as was held to be the case in *Clement v. Madick* (1 Giff. 98), and *Kelly v. Hutton* (16 W. R. 1182, L. R. 3 Ch. 703), and as must be the case if a title is but a species of trade-mark (*Leather Cloth Company v. American Leather Cloth Company*, 12 W. R. 289, 4 De G. J. & S. 137, and many other cases), the next point to be considered is the mode of acquiring such a right. And in this respect, as well as in others, titles follow the law of trade-marks, with regard to which it was said by Lord Justice Cairns in *Maxwell v. Hogg* (15 W. R. 467, L. R. 2 Ch. 307), that "all the definitions which have been given in this court, of the nature of the right to protection in the case of trade-marks, seem to me to be opposed to the idea that protection can be given where there has been no sale, or offering for sale, of the articles to which the name is to be attached."

In the cross-suits of *Maxwell v. Hogg* and *Hogg v. Maxwell*, the question was between persons, on the one hand, who had been the first to register a certain magazine title, "Belgravia," under the Copyright Acts, and also to publish a magazine under that title, though not until after an interval of some years, and, on the other hand, a person who had himself registered the title and gone to considerable expense in advertisements in the interval between the registration and the publication by the original registrants, and had also actually brought out his magazine within a very few days after theirs. The Lords Justices held that no conclusive right was conferred, either by the prior registration and short prior publication in the one instance, or by the expenditure in advertisements in the other. And Lord Justice Turner said that, "in the case of advertisement followed by publication, the party publishing has given something to the world, and there is some consideration for the world's giving him a right; but in the case of mere advertisement he has neither given, nor come under any obligation to give, anything to the world, so that there is a total want of consideration for the right which he claims"; and Lord Justice Cairns added that he was "prepared to hold, without any hesitation, that the mere intention, and the declaration of intention, to use a name will not create any property in that name, and to hold also that there can be no protection in this court for the intended name during the course of manufacture of the article which is to bear that name."

Mere advertisement of the intention to use a certain name, when not followed by publication, can, then, give no right in the name, nor can registration under the Copyright Acts do so, as was held in the cross-suit of *Hogg v. Maxwell*, although in that case there had also been a priority in publication, since the priority was very short in point of time, and, such as it was, had been obtained by somewhat uncandid means; and in *Correspondent Newspaper Company v. Saunders* (13 W. R. 804, 11 Jur. N. S. 540), a case in which the plaintiff's title was registered on April 8, 1864, and their paper

published on May 3, 1865, and the defendants' title was registered on March 3, 1865, and their paper published on May 6, 1865, Vice-Chancellor Wood had previously held that the plaintiffs were unable to avail themselves of the entry in the register without actual publication, and, indeed, had doubted whether in any case registration as copyright would protect the title.

When, however, a literary work is actually published under a certain name, and there are no circumstances, as in the two cases last cited, to interfere with the right to the name, a species of goodwill grows up, and a right of property, which may be of considerable value, is acquired. So far back as the Chancellorship of Lord Hardwicke, the connection between the name of a newspaper and the goodwill therein was clearly recognized (*Gibblett v. Read*, 9 Mod. 459), and the importance at the present day of the goodwill, in which the name is unquestionably included, was only fairly stated by the New York Court of Appeal, in *Boon v. Moss* (70 N. Y. 463), when the court said that "the goodwill of a newspaper establishment often constitutes its largest value. . . . There is one kind of goodwill which has been said to be only a probability that customers will resort to the old place; and another, far more valuable, when a retiring partner agrees not to engage in the same business in competition with the old establishment. The goodwill of a permanent newspaper establishment is generally more tangible than either."

The name and goodwill are not, indeed, sufficiently tangible property to be capable of seizure by a sheriff (*Ex parte Foss*, 2 De G. & J. 230), but they are sufficiently so to pass to the proprietor's trustee in bankruptcy, on his becoming unfortunate in business, as being "goods and chattels" under the Bankruptcy Acts (*Longman v. Tripp*, 2 Bos. & P. N. R. 67; *Ex parte Foss*), and they are sufficiently so to be assignable by the proprietor (*Snowden v. Noah*, Hopk. 347; *Kelly v. Hutton*, 16 W. R. 1182, L. R. 3 Ch. 703; *Ward v. Beeton*, 23 W. R. 533, L. R. 19 Eq. 207); and in the event of the sale of a newspaper, what is sold "is not the right to sell one number of it, but continuing to publish it from day to day, it may be as long as the world lasts, under the name by which it has become known," as was said by Vice-Chancellor Malins in *Ward v. Beeton*.

If the proprietor makes no disposition of the goodwill and name, but leaves them undisposed of at his death, they will pass to his personal representatives with his other personal property, and must similarly be accounted for by them (*Gibblett v. Read*, 9 Mod. 459); but it is fully competent to the owner to dispose of them, if he chooses, by will (*Keen v. Harris*, cited 17 Ves. 338; *McCormick v. McCubbin*, Ct. of Sess. Cas. 1st ser., I. 541); and if only a part share in the property passes under the will, the executors are nevertheless entitled to sell and realize the value of such part share, notwithstanding the opposition of the proprietors of the other part, since they are entitled to derive what benefit they may from the property which comes to them under the will (*McCormick v. McCubbin*).

In *Weidon v. Dicks* (27 W. R. 639, L. R. 10 Ch. D. 247), the question was raised how far the proprietor of a book which has been published under a certain title, and has been long out of print, is entitled to restrain the use of the same title for a new and entirely different work. In that case the second edition of the plaintiff's book had been published in 1860, and it was not until the year 1875 that the defendant's work appeared under the same name as a magazine serial story, and it was only in 1877 that it was published in a separate form. Notwithstanding the long apparent neglect of his property by the plaintiff, the court declined to hold that he had surrendered his rights in respect of the name, and an injunction was awarded.

More usually than not the right in the goodwill and title of a newspaper becomes the property of several joint proprietors, and in such cases the question neces-

sarily arises, on a dissolution of the partnership, what is to become of the paper? This question was, however, definitely set at rest by the judgment of Lord Romilly in the "*Household Words*" case (*Bradbury v. Dickens*, 27 Beav. 53), in which the popular novelist, Charles Dickens, was the defendant. His lordship there said: "The property in a literary periodical like this is confined purely to the mere title, and the title of this work is '*Household Words*,' and that forms part of the partnership assets, and must be sold for the benefit of the partners, if it be of any value." He accordingly held that the defendant was not at liberty to advertise the discontinuance of the periodical, since that would be to destroy what was partnership property, although he would be justified in advertising simply the termination of his connection with the paper; and in *Dayton v. Wilkes* (17 How. Pr. 510), a judge of the Superior Court of New York came to a similar conclusion that the property in "*Porter's Spirit of the Times*" was partnership assets.

The name of the author of a literary work fills a prominent place in the title-page, and, though it would probably not be held to form part of the title (see *Crookes v. Petter*, 6 Jur. N. S. 1131), is yet intimately connected with it. It may, in fact, and often does, add greatly to its attractiveness, and, when exceptionally well known, even replaces it as the selling feature in the work. Protection has, therefore, been given to a poet (*Lord Byron v. Johnston*, 2 Mer. 29), and a legal author (*Archbold v. Sweet*, 1 M. & Rob. 162), against the unauthorized use of their names, and in *Clemens v. Such* (July 11, 1873) the improper use of the *nom de plume* of the comic writer, "Mark Twain," was restrained by the Supreme Court of New York.

But the right which an author or editor has to restrain the use of his name may always be limited by contract, and, therefore, it was decided in *Ward v. Beeton* that the originator and first proprietor of "*Beeton's Christmas Annual*" was not entitled to complain of the continued publication of the annual under the same title, of which his own name happened to form part, after he had parted with his property in the periodical.

In *Crookes v. Petter* (6 Jur. N. S. 1131) Lord Romilly came to the conclusion that the name of an editor, appearing on the title-page, formed no part of the title, and he, therefore, refused to interfere with the omission of an editor's name from the title-page of a journal, where it had been agreed that the title should not be altered without the mutual consent of the editor and the proprietors.

FARM LEASES.

V.

In our last article we left for consideration the question whether, if covenants prescribing a particular rotation of crops were omitted from farm leases, the landlord could in any way be protected from the land being impoverished by the tenant. The answer to this question appears to divide itself into two heads, relating to the two classes of agricultural tenancies in this country.

As regards tenancies from year to year, the remedy of the landlord is simple. If the provision of the Agricultural Holdings Act relating to notice to quit has been excluded, the landlord will have no difficulty in speedily dismissing a tenant who is impoverishing the land. And a provision in the lease or agreement that the landlord shall be able, by notice to the tenant, to be given at any time within the last six calendar months of the tenancy, to require a special survey to be made of the farm by two valuers, one to be appointed by each party, who shall have power to assess damages for impoverishment or ill condition of the land, such damages to be paid to the landlord, or retained out of any compensation which may be payable to the outgoing tenant under the custom of the country, would probably afford a sufficient remedy for any deterioration of the land occurring before the determination of the yearly tenancy.

The case of leases of farms for terms of years occasions more difficulty. The lessor cannot be expected to give up the cultivation covenants, and place his land for several years at the mercy of a tenant without taking substantial guarantees against deterioration of the land. How are these to be obtained? Now, on this matter some things are evident. It is tolerably plain that in leases for terms of years no mode of protection which can only be obtained through the intervention of an inquiry into the state of the land by valuers or a jury, will be satisfactory to landlords. Proof that the land is falling off in condition is, at all events in the earlier stages of the process, difficult, and, where the penalty is forfeiture of the lease, rigid proof is necessarily required. The landlord may be satisfied that the tenant is not cultivating his land properly, but he may be unable to make this out so clearly as to satisfy valuers or a jury that the tenant ought to be deprived of his farm. Hence, the suggestion that where cultivation covenants are dispensed with the landlord should have power to re-enter, in case two valuers, to be nominated by the county court judge of the district or some other disinterested official, should certify that the farm has been cultivated in a manner likely to impoverish the soil, appears to be unpractical. It would only be in extreme cases that valuers could be brought to condemn the tenant to forfeiture of his lease.

The remedy must be in the hands of the landlord; but it must not be in excess of the evil it is intended to prevent. It would be obviously unfair to the tenant that he should be liable to be ejected or fined on the mere suspicion of the landlord. But there can be no hardship, so far as we can see, in leaving an option to the landlord, if and when he has reason to suppose that the tenant is impoverishing the land, and on due notice to the tenant, to reimpose the cultivation covenants which, in reliance on the skill and honesty of the tenant, he has conditionally consented to abandon. It is not likely that a landlord will reimpose these fetters on a tenant who keeps his land clean and well tilled; there can be no motive for his doing so; but the fact that the landlord has this power will not be without its influence on the practice of even the best tenant. With regard to the manner in which the arrangement we suggest should be carried out, the form of lease which during the last eight years has been in actual use on the Holkham estate of the Earl of Leicester affords very valuable suggestions. The scheme of this lease is to afford the utmost freedom of cultivation to a tenant who keeps the land in good order, at the same time reserving to the landlord the right at any time to reimpose the ancient restrictions in case the mode of cultivation should appear to be such as to impoverish the land.

The way in which this is worked out is, shortly, as follows. By the first clause of the agreement it is provided that the tenancy is to be for twenty years, commencing, &c., but to be terminable at the end of sixteen years at the request of the tenant, with the consent of the landlord, "with the intention that the landlord shall then, if he think fit, grant a new lease from the end of the sixteenth year, at the old rent for the first four years of the new term, and for the remainder of the term at the rent that may then be agreed upon." The object of this provision will be seen from clause 6, which provides that the tenant is to cultivate and manage the farm during the first sixteen years of the term according to his own judgment, and to have full power during such time to dispose of all or any portion of the produce of the farm by sale or otherwise. But during the last four years of the term the tenant is to bring the arable lands into the four-course system of husbandry practised in Norfolk. The result is that, if the landlord is satisfied with the condition of the farm at the end of the first sixteen years, he will renew the lease; if he is not satisfied, he will simply refuse to grant a new lease, and then the tenant will be compelled to bring his land into the four-course system. By way of further precaution it is provided that when any valuation shall be made of

the hay, turnips, mangold wurzel, and muck to be left at the end of the tenancy, the person or persons making such valuation shall take into consideration "the state, condition, and usage of the farm and premises, and determine whether . . . the farm is then in a clean and creditable state; and, if not, shall determine what sum of money shall be paid to the landlord as compensation therefor, and shall deduct such sum from the amount which the hay, turnips, mangold wurzel, and muck shall be adjudged to be worth."

Four years would, however, even with these precautions, be too short a time to restore to good condition a farm which had been improperly cultivated for sixteen years; moreover, by the death of the tenant during that term the landlord may have imposed upon him an occupant of the land bound by no restrictions as to cultivation, yet of whose skill in the management of a farm he knows nothing. Accordingly, by clause 10, the landlord reserves to himself the power at any time during the first sixteen years of the term, by notice in writing, to require that the arable lands shall be brought into the four-course system; and "the tenant, on receipt of such notice, or in the event of the death of the tenant, his executors or administrators, without notice, shall bring the arable lands into the four-course system; and from such time he or they shall continue so to farm the lands—namely, the one-fourth part in winter corn, upon olland or grass of one year's lying, shall immediately after such winter corn be summer-tilled and sown with turnips or mangold wurzel, and then sown with barley or other spring corn, and laid down for one year with a sufficient quantity of good clover or grass seeds." Moreover, after such notice, or on the decease of the tenant, and during the last four years of the term, the tenant, or his executors or administrators, are bound to consume on the farm all the produce, and subjected to other usual restrictions and obligations to be found in the old farm lease. It appears to us that in some such direction as this there is to be found the solution of the difficulty of reconciling freedom of cultivation with security against impoverishment of the land.

One other matter relating to farm leases has been brought prominently into notice by the recent extraordinary seasons. It is singular that among the numerous provisions which have been added to these instruments by the ingenuity of conveyancers, so little attention should have been devoted to the obligation of the tenant to keep the land free from weeds. This is, of course, of special importance at the end of a lease, when the temptation to the tenant to neglect this matter is strongest, and no lease for a term of years should be granted without some such provision as that "the tenant shall have all the crops upon the farm properly cleaned and weeded during the last two years of the tenancy; and the landlord shall have the power to do this work at the expense of the tenant, if it be not effectually done upon notice in writing from the landlord or his agent."

The health of Mr. Cole, Q.C., M.P., has improved, and Sir William Jenner considers him now out of danger.

It is stated that the authorities of the post-office are about to issue a new penny postage-stamp. It is said to be a great improvement upon the present stamp in form, the colouring is lighter and more cheerful than the brick-dust red with which letter-writers are familiar, and the gum seems also to be of better quality.

On Wednesday morning, at the sitting of the Leeds Police-court, Mr. W. Bruce, stipendiary magistrate, said: I have received a circular from the Home Office this morning informing me that the Recorder of Leeds will on the 1st of January, 1880, be appointed Director of Public Prosecutions for England and Wales. Mr. Bruce added: I have known Mr. Maule, Q.C., professionally since 1848, and I may perhaps be allowed to say that in my humble opinion no better appointment could have been made.

General Correspondence.

IN RE THRIFT.

[To the Editor of the Solicitors' Journal.]

Sir,—I see a report in a recent issue of the WEEKLY REPORTER of *Ex parte Kimber, In re Thrift*, heard before the Court of Appeal.

Lord Justice Brett said to me, "You may take it, Mr. Kimber, that your proof was wrongfully rejected." This was practically a decision in my favour.

Lord Justice James is rightly reported to have said, "If he had made no delay and had applied immediately after the rejection of his proof, the court might have taken a different view." Now, there was no evidence whatever that I had made delay; on the contrary all the documents showed that the appeal was made with the utmost dispatch. The delay occurred, if any, in the hearing of the appeal after it was set down.

His lordship is rightly reported to have said that "under the circumstances we must follow the settled practice." Now, I venture to think that the settled practice is, and always has been, in accordance with *Ex parte Crouther*, decided by the Chief Judge. It has over and over again been held that the Act of Parliament was imperative, and could not be departed from, and that a majority of creditors controlled the choice. As the appointment of the trustee would have been altered had my proof not been wrongfully rejected, it seems clear that the application to vacate the trustee was the proper form in which such an application should be made.

Immediately after the decision was pronounced, I applied to their lordships for leave to appeal to the House of Lords, but I am sorry to say this leave was refused. I do not know why it should have been refused, as the question is one seriously affecting both the public and the profession and the administration of the law of bankruptcy.

EDMUND KIMBER.

22, Queen-street, E.C.

Cases of the Week.

CONTRACT FOR DELIVERY OF GOODS BY INSTALMENTS—BREACH—MEASURE OF DAMAGES—MARKET PRICE.—In a case of *The Dunkirk Colliery Company v. Lever*, before the Court of Appeal on the 19th inst., a question arose as to the proper measure of damages in the case of a breach of a contract for the delivery of goods by instalments. The contract was entered into in April, 1875, and by it the plaintiffs agreed to sell, and the defendant agreed to buy, 15,000 tons of Cannel coal, to be delivered at the pit siding at the rate of 300 tons per week, at the price of 26s. per ton. The defendant afterwards refused to perform the agreement, and the main question was as to the damages to which the plaintiffs were entitled, the price of the coal having fallen considerably. It appeared that there was no regular market for that description of coal. The defendant broke the contract in July, 1875. The plaintiffs in February, 1876, succeeded in selling 15,000 tons of the coal to the Corporation of Manchester at 19s. per ton. They had previously made several unsuccessful endeavours to obtain a higher price. Jessel, M.R., was of opinion that the plaintiffs had acted reasonably and properly, and that the true measure of damages was the difference between the 26s. and the 19s. per ton, and this decision was affirmed by the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.). Both the Master of the Rolls and the Court of Appeal held that the defendant could not require the plaintiffs to alter their accustomed mode of conducting their business—e.g., that it was no objection to the price which they had obtained from the corporation that they did not advertise the coal for sale, they not having been previously in the habit of advertising their coal.

COMPANY—LIQUIDATION—RECONSTRUCTION—ASSENT OF SHAREHOLDERS—COMPANIES ACT, 1862, s. 89.—In a case of *Re Skerrie Ironworks Company*, before the Master of the Rolls on the 19th inst., a motion was made on behalf of a committee of shareholders to stay all further proceedings in the liquidation of the company; that the liquidator might be ordered to deliver over the property of the company to the directors; that a meeting might be held for the appointment of new directors, and that in the meantime the old directors might exercise the powers given them by the memorandum and articles. The winding-up order was made in May last, and at a subsequent meeting of shareholders it had been resolved to reconstruct the company on a new basis. One of the parties largely interested had bought up all the debts, except a small amount, which he undertook to pay or compound, and the same gentleman also undertook to pay or satisfy the present debenture holders in the company. As to the shareholders, nearly half assented to the new scheme of reconstruction, but the liquidator had received some notices of dissent from shareholders, and on the hearing of the motion he submitted the question to the court whether or not the other shareholders had had the matter sufficiently explained to them, and had had sufficient time to enable them to judge of the propriety of the scheme. There was a question raised as to whether the mode in which the company had been promoted had been clearly enough brought to their notice. JESSEL, M.R., was of opinion, on the documents, that the matter had not sufficiently been brought before the non-assenting shareholders, and he, therefore, directed a meeting of the shareholders to be held, at which the matter might be discussed, and he allowed the further hearing of the motion to stand over till after that time. He also directed the liquidator not to take any steps in the winding up in the meantime. The 89th section of the Companies Act, 1862, under which the motion was made, gives the court power "at any time after an order has been made for winding up a company, upon the application of any creditor or contributory of the company, and upon proof to the satisfaction of the company, that all proceedings in relation to such winding-up should be stayed, to make an order staying the same either altogether or for a limited time, on such terms, and subject to such conditions as it deems fit."

COMPANY—APPLICATION FOR SHARES—ALLOTMENT—POSTING OF LETTER—NON-RECEIPT BY APPLICANT—EVIDENCE.—In a case of *Re Shirehampton Gas Company*, also before the Master of the Rolls on the 19th inst., a question arose whether the posting of a letter of allotment to a contributory had been sufficiently proved so as to bring the case within the authority of *Household Fire Insurance Company v. Grant* (L. R. 4 Ex. D. 216), and to fix the allottee to the contract. A motion was made by certain contributories to strike their names off the share register of the company, which was now in liquidation, on the ground that they had not received any notice of allotment of the shares. They all swore positively they had never received by post any notice of the allotment. The secretary of the company was called and proved that the letters of allotment were all sent out together; that by his direction his son, who was now abroad, had addressed them in his presence; that he had stamped them in his presence; and that he had then accompanied his son, who had the letters in a basket, to the post-office; that he saw his son go into the office and return without the letters of allotment. It was proved that others of the allottees had duly received their letters of allotment. The secretary also produced a diary in which an entry appeared on the date of the posting of an amount paid for stamps. JESSEL, M.R., was of opinion that the posting was sufficiently proved; he said there was no law as to the amount of proof required, and sitting as a jury, he was of opinion there was sufficient in the present case. The secretary could not say he had actually seen the letters posted, but the fact of the addressing, stamping, and taking to the post by one whose duty it was were distinctly proved. The entry in the diary was conclusive, and he should not require the evidence of the son to be taken. The motion must, therefore, be refused, with costs. His lordship also said his impression was the applicants did receive the letters of allotment.

RESCISSION OF AGREEMENT FOR PARTNERSHIP—FRAUD—LIEN FOR PURCHASE-MONEY ON PARTNERSHIP ASSETS.—In a case of *Mycock v. Beaton*, before Fry, J., on the 19th inst., the action was brought for the rescission of an agreement for

the purchase by the plaintiff of a share of a business carried on by the defendant, and for the carrying on of the business thenceforth by the defendant and the plaintiff in partnership, on the ground that the plaintiff had been induced to enter into the agreement by means of fraudulent misrepresentations made by the defendant as to the value of the business. The plaintiff asked to have the partnership dissolved and its affairs wound up under the direction of the court, and he claimed to be entitled to a lien on the surplus assets of the partnership, after satisfying the partnership debts and liabilities, in respect of the purchase-money which he had paid; and also as an indemnity against any payments which he had made or might have to make in respect of the debts and liabilities of the partnership. FRY, J., at first felt some difficulty about the lien, on the ground that the plaintiff was seeking to rescind, *ab initio*, the contract which gave him an interest in the partnership assets. But ultimately, on the authority of *Ross v. Watson* (12 W. R. 585, 10 H. L. C. 672), *Wythes v. Lee* (3 Drew, 396), and *The Abernethy Iron Works Company v. Wickens* (17 W. R. 211, L. R. 4 Ch. 101), his lordship held that the plaintiff was entitled to the lien which he claimed in respect of his purchase-money, with interest at five per cent.; and that he was entitled to stand in the place of the partnership creditors, in respect of what he had paid, or might pay, on account of the debts or liabilities of the partnership.

PRACTICE — PARTIES — AMENDMENT OF PLEADINGS — ADDITION OF NEW PLAINTIFF — ORDER 16, RR. 3, 13.—In a case of *Long v. Crossley*, before FRY, J., on the 19th inst., a question arose as to the addition of a new co-plaintiff. The action was for the specific performance by the defendants of an agreement by the plaintiff to grant them a lease of a coal mine. The plaintiff was a widow lady, and at the time when she entered into the agreement, and when the action was commenced, it was supposed by her legal advisers that she was tenant for life of the property agreed to be demised under the will of her husband, and that she had a power of granting mining leases. The property was described in the agreement as "belonging to Mrs. Long, and those entitled after her," and she signed the agreement "for myself and those entitled after me." The statement of claim, however, did not allege that she had signed in that way. Some time after the commencement of the action the plaintiff died, and her son, who was her executor, obtained in that character the common order of revivor. After this it was discovered that the property did not pass by the husband's will, but that it had been comprised in the settlement made on his marriage, under which the widow was tenant for life of the property, but which contained no power of leasing. Subject to the mother's life estate, and to an annuity payable after her death to her daughter for her life, and charged on the property, the son was entitled to the property in fee. On this discovery being made, the son and the daughter and her husband made an affidavit, in which they said that the mother had entered into the agreement with their knowledge and approbation, and that they would, if they had been requested so to do, have at any time concurred in granting a lease of the property to the defendants in accordance with the agreement. The son said that he desired to adopt the proceedings in the action, and to be made a party thereto in his character of owner in fee simple of the property, as well as in his character of executor of his mother. The daughter and her husband also said that they were willing to be made parties if the court should so direct. The amendment was insisted by the defendants' counsel, on the ground that, so far as appeared by the pleadings, there never had been any contract between the defendants and the persons entitled in remainder, and that by the death of the mother the contract had come to an end, and the cause of action had ceased. Consequently, even if the proposed amendments were made, the new plaintiffs could not succeed in the action. FRY, J., however, held that he ought to allow the son and the daughter and her husband, in respect of their beneficial interests in the property, to be joined as co-plaintiffs with the son in his character of executor of his mother. His lordship thought that the case fell within rule 13 of order 16. Put broadly, the question "involved in the action" was the specific performance of the contract, and the presence of the son and daughter was "necessary in order to enable the court effectually and completely to adjudicate upon and settle" that question. At the present

stage, the court had nothing to do with the question whether with the amendments the plaintiffs' case must fail. The object of the rule was, not that a party's case should be so framed as to succeed, but that it should be so framed that it could be adjudicated upon either for or against him.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT, 1872 (35 & 36 VICT. C. 60), s. 13, SUB-SECTIONS 3, 4.—ADDITIONAL GENERAL RULES, 1875, RULE 2.—OMITTING TO GIVE NOTICE OF PETITION AND SECURITY.—CONDITION PRECEDENT.—*Williams v. Mayor of Tenby*, which was before the Common Pleas Division on the 20th inst., was a case under 35 & 36 Vict. c. 60, the 13th section of which states that "The following provisions shall have effect with reference to the presentation of a petition complaining of an undue election." Sub-sections 3 and 4 of section 13, raise the whole point in the case and provide (sub-section 3) that at the time of presenting the petition, or within three days afterwards, the petitioner shall give security for costs to the extent of £500 in the manner therein prescribed. By sub-section 4, that within five days after the presentation of a petition, the petitioner shall, in the prescribed manner, serve on the respondent a notice of the presentation, and of the nature of the proposed security, and a copy of the petition; and the respondent may, within five days from the service of the notice, object in writing to the security. By the Additional General Rules, 1875, rule 2, it is provided that "the petitioner or his agent shall, immediately after notice of the presentation of a petition and of the nature of the proposed security shall have been served, file with the master an affidavit of the time and manner of service thereof." It was stated that after the election at Tenby, the provisions of sub-section 4, section 13, of the Corrupt Practices (Municipal Elections) Act, 1872, were broken by the petitioner omitting to serve on the respondent a notice of the presentation of the petition and of the proposed security; and that no affidavit of the time and manner of service of the notice of the presentation, and of the nature of the proposed security had been filed with the master, as required by the Additional General Rules, 1875, rule 2. On proof of these facts, Lopes, J., ordered that the petition should be taken off the file. This was a motion to set aside that order. The court (GROVE and LOPES, JJ.), decided that the provisions contained in section 13, sub-section 4, of the Act, and in the second of the Rules of 1875, were compulsory on the parties affected by them, and were conditions precedent; and that, as the provisions had been disregarded, the appeal must be dismissed, with costs.

COSTS—TAXATION—PARTY AND PARTY—THREE COUNSEL.—COPIES OF DOCUMENTS INCLUDED IN AFFIDAVIT OF DOCUMENTS.—In a case of *Millard v. Burroughes*, before FRY, J., on the 20th inst., two questions arose upon a taxation of costs between party and party. The action was tried in March, 1879, by FRY, J., when judgment was given for the defendant, with costs. A large number of witnesses were called on both sides, and both the plaintiff and the defendant were represented by three counsel. Copies were supplied to the defendant's counsel of all the documents which were included in affidavits of documents in their possession which had been made by the plaintiff and by the defendant, and copies of the affidavits themselves. The plaintiff had given notice to produce the documents mentioned in the defendant's affidavit. Before the taxing master two questions arose—(1) whether the defendant ought to be allowed the costs of three counsel; (2) whether the costs of the copies of the documents included in the affidavits of documents ought to be allowed. The taxing master allowed the costs of two counsel only, and he allowed the costs of copies of such documents only as he considered it material that counsel should have copies of; going through each document for the purpose of determining its materiality. On the application to review the taxing master's certificate, it was said that, whenever more than twenty witnesses were called, it was the practice in the common law divisions to allow three counsel. And, as to the copies of documents, it was urged that the plaintiff was stopped by his notice to produce from saying that the documents for the production of which he had called were not material, and that he had admitted the materiality of those which were included in his own affidavit of documents. FRY, J., reserved his decision in order that he might consult the taxing masters of the common law divisions;

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and, after doing so, he allowed the costs of three counsel, but affirmed the decision of the taxing master on the other point. He said that, considering the number of witnesses who had been rightly called on behalf of the defendant, the variety of the issues in the action, the fact that the plaintiff himself had employed three counsel, and the general nature of the case, he thought that three counsel ought to be allowed. From a communication which he had received from the senior taxing master of the common law divisions, he had come to the conclusion that three counsel would have been allowed if the action had been brought in one of those divisions. The action was one which would formerly have been called a common law action, and his lordship thought that in such a case the practice in this respect ought to be followed which prevailed at common law before the fusion of the jurisdictions by the Judicature Act. On the other point, his lordship thought that copies of the affidavits of documents were necessary for the information of counsel, and that the cost of them ought to be allowed. But the documents themselves might vary greatly in their relevancy to the issues in the action, and it might not be necessary that counsel should have copies of them all. The taxing master had dealt with this matter in the proper way.

SOLICITOR AND CLIENT — REFUSAL OF SOLICITOR TO ANSWER INTERROGATORIES ON GROUND OF PRIVILEGE — CORPORATION — TOWN CLERK.—*The Mayor and Corporation of Swansea v. Quick*, which came before the Common Pleas Division on the 17th inst., was an action of ejectment, in the course of which the defendant administered certain interrogatories to the plaintiffs. The plaintiffs were represented in the action by the town clerk, who was also solicitor to the corporation, and, who, in his capacity of solicitor, refused to answer certain interrogatories, or to give inspection of certain documents. DENMAN, J., sitting at chambers, ordered that the plaintiffs should make a fuller and better answer to the interrogatories, and from this order the plaintiffs appealed. The court (GROVE and LOVELL, JJ.) were clearly of opinion that the information known to the town clerk might also be known to the mayor, and to every other member of the corporation. They thought that the privilege was not claimed by the representative of the plaintiffs in his professional capacity, but only as one of the plaintiffs' body; in fact, that the privilege was really claimed by the clients and not by the solicitor. They dismissed the appeal with costs.

ALLOWANCE FOR INCOME TAX IN RESPECT OF ABATEMENTS OF RENT.

The Board of Inland Revenue have issued the following notice, under date December 18:—

"The Board of Inland Revenue have received from the Lords Commissioners of her Majesty's Treasury the following letter, dated the 18th inst., authorizing the issue of regulations under which allowances may be made for the current financial year in respect of the assessment under Schedule A. of the Income Tax in cases where temporary abatements have been made from existing rents on account of the present agricultural depression:—

"Treasury Chambers, Dec. 13.

"Gentlemen,—The Lords Commissioners of her Majesty's Treasury have had under their consideration your report of the 2nd inst. on the subject of the assessment of income tax under Schedules A. and B. for the year 1879-80 in respect of lands, &c., where abatements of rent have been or are being made, and as regards the repayment of duty to landlords who have remitted a percentage to their tenants; and I am directed by their lordships to state that they are pleased to authorize you to issue regulations, as proposed by you, in the following terms, viz.:—

"1. No reductions of rent can be recognized which do not affect the rent of the present year.

"2. When a reduction of rent or remission has been made the tenant may be relieved from payment of tax on the amount remitted both under Schedule A. and Schedule B., on producing to the surveyor a certificate from his landlord or his landlord's agent of the amount given up. This certificate should be produced before the 1st of January, when the income tax becomes due, so that the collector may be authorized to accept the tax on the lower amount.

For any relief beyond that on the rent remitted the tenant must appeal in the usual way.

"3. Where, as sometimes is the case, the landlord undertakes to pay the tax under A. direct, instead of by deduction, he may obtain a corresponding reduction to that granted to the tenant, and in a similar way.

"4. Where an owner is also occupier and gains his living principally from husbandry, he must appeal to the commissioners as directed by law.

"5. Where an owner who does not gain his living principally by husbandry has had farms thrown upon his hands which have previously been let to tenants, he may go before the commissioners of the district and prove his claim to reduction of the charge made upon him in the same way as a tenant might at the end of the year. But this can only be done when the commissioners are willing to hear him, as there is no legal authority for it.

"6. No alteration will be made in the assessments—i.e., the record of the legal charge—except in the cases in which there has been an agreement to reduce the rent for three years from the present year inclusive.

"I am, &c., HENRY SELWIN IBBS.

"A printed form of certificate has been provided for the use of owners or their agents, and likewise a form on which claims of repayment may be made where necessary.

"These forms may be obtained from the surveyor of taxes in each district. Where there may not be time for the certificates of the landlords or their agents to be produced to the surveyor of taxes before January 1, there will be no objection to such certificates being received, when necessary, after that date; but it is most desirable that they should be produced in sufficient time to admit of instructions being given by the surveyor to the local collector to make the allowance at the time of collection, and prior to the date at which he will be required to account for the duties at the general receipt."

Appointments, &c.

Mr. EBENEZER JOHN BUCHANAN, barrister, has been appointed Attorney-General of the Colony of Griqualand West, in succession to Mr. William Satterley Lord, resigned. Mr. Buchanan was called to the bar at the Inner Temple in Hilary Term, 1873.

Mr. CHARLES DENTON LEECH, solicitor, of Bury St. Edmunds, has been elected Treasurer of that borough. Mr. Leech was admitted a solicitor in 1841, and is clerk to the Commissioners of Taxes for Bury St. Edmunds and for the Hundred of Thedwastre.

Mr. ALFRED HENRY GARDNER, solicitor (of the firm of Wightwick & Gardner), of Felkestone and Sandgate, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN GRAHAM, solicitor, of 3, Westminster-chambers, Victoria-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ARTHUR GEORGE HAYES, solicitor, of Halesowen, has been elected Clerk to the Magistrates for the Halesowen and Rowley Regis Divisions, in succession to his father, the late Mr. William Hayes. Mr. A. G. Hayes was admitted a solicitor in 1874.

Mr. JOHN HINDE PALMER, Q.C., has been elected Treasurer of the Honourable Society of Lincoln's-inn for the ensuing year.

Mr. HORATIO NOBLE PYM, solicitor (of the firm of Tatams & Pym), of 3, Frederick's-place, Old Jewry, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Middlesex, and the Cities of London and Westminster.

Mr. GEORGE FREDERICK SPEKE, barrister, has been appointed Recorder of the Borough of Helston, in succession to Mr. Gabriel Prior Goldney, who has been appointed recorder of Poole. Mr. Speke was called to the bar at the Middle Temple in Hilary Term, 1849, and practises on the Western Circuit, and at the Somersetshire, Bath, and Bristol Sessions.

Mr. HORATIO FREDERICK FOULGER WARREN, solicitor, of Langport, has been elected Clerk to the Langport Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. James Frederick Horatio Warren, who is also town clerk, and clerk to the magistrates, and registrar of the Langport County Court. Mr. H. F. F. Warren was admitted a solicitor in 1872.

DISSOLUTIONS OF PARTNERSHIP.

JOHN HUGHES, the younger, WILLIAM HENRY HUGHES, and FREDERICK JAMES HUGHES, solicitors, 12, Chapel-street, Bedford-row (Hughes & Sons), so far as regards the said William Henry Hughes. October 25. (*Gazette*, December 16.)

* * The above should be substituted for an erroneous notice which appeared in our columns last week.

ALBERT T. WRIGHT, THOMAS STOCKLEY, and JOHN W. BECKETT, solicitors, 17, Water-street, Liverpool (Wright, Stockley, & Beckett). June 30. (*Gazette*, December 19.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

HENDREFOGAN COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Dec 15, directed to be heard before V.C. Malins on Jan 16. Singleton and Tattershall, Great James st, agents for Gill and Hall, Wakefield, solicitors for the petitioning company.

NORTHERN COUNTIES OF ENGLAND FIRE INSURANCE COMPANY, LIMITED.—By an order made by the M.R., dated Dec 13, it was ordered that the company be wound up. Morien and Cutler, Newgate st, solicitors for the creditors.

McGOWAN'S STEAM PRINTING COMPANY, LIMITED.—By an order made by the M.R., dated Dec 9, it was ordered that the voluntary winding up of the company be continued. Kent and Kent, Cheapside, solicitors for the petitioners.

[*Gazette*, Dec 19.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

UNITED COUNTIES COMMERCIAL INSURANCE COMPANY, LIMITED.—Petition for winding up, presented Dec 15, directed to be heard before V.C. Little on Jan 5 at the Assize Court, Strangeways. Roberts, Manchester, solicitor for the petitioner.

[*Gazette*, Dec. 19.]

FRIENDLY SOCIETIES DISSOLVED.

AMICABLE SOCIETY, Griffin Inn, Attleborough, Norfolk. Dec 15.

EVERTON BENEFIT SOCIETY, Zion Chapel Schoolroom, Northumberland terrace, Hayworth st, Liverpool. Dec 15.

FOREMSTERS' BENEVOLENT FUND, Princes Regent Inn, High st, Deptford, Kent. Dec 16.

LEKE MALE AND FEMALE HUMANE FRIENDLY SOCIETY, Brunswick Chapel Schoolroom, West st, Leek. Dec 6.

LOWER GORRAL FRIENDLY SOCIETY, New Inn, Humphries st, Lower Gornal, Stafford. Dec 16.

MAIDENHEAD Loyal INDEPENDENT BENEFIT SOCIETY, Swan Inn, Maidenhead, Berks. Dec 15.

MACCLESFIELD INDUSTRIAL AND PROVIDENT CARRIAGE SOCIETY, LIMITED, Station st, Macclesfield, Chester. Dec 15.

WOTTON-UNDER-EDGE PROVIDENT CO-OPERATIVE SOCIETY, LIMITED, Wotton-under-Edge, Gloucester. Dec 17.

[*Gazette*, Dec. 19.]

New Orders, Etc.

SUMMARY JURISDICTION ACT, 1879.

RULES.

1. *Short title.*] These rules may be cited as the Summary Jurisdiction Rules, 1880.

2. *Commencement.*] These rules shall come into operation on the 1st day of January, 1880.

3. *Register.*] The clerk of each court of summary jurisdiction shall keep the register required to be kept by him in pursuance of the Summary Jurisdiction Act, 1879, with such particulars as appear by the form in Part III. of the schedule hereto.

4. *Special appropriation of fine under a statute.*] Where in pursuance of any statute the court specially directs the appropriation of a fine, the statute under which the appropriation is made shall be set forth in the register and authenticated by the signature of the justice or one of the justices constituting the court.

5. *Returns.*] The return referred to in section 22, subsection (4) of the Summary Jurisdiction Act, 1879, shall contain the particulars required to be entered in the register. The justice signing any such return shall cause it to be sent to the clerk who keeps the register for his petty sessional

division, and that clerk shall enter the return in his register.

6. *Form of account of fines.*] The form of account to be rendered by clerks of courts of summary jurisdiction of fines, fees, and other sums received by them shall be the form given in Part III. of the schedule hereto, or a form to the like effect approved by the local authority under the Justices Clerks Act, 1877, and shall be rendered quarterly or at any less interval as may be directed by that authority. Provided that nothing in this rule shall apply to the police-courts of the metropolis, Chatham, or Sheerness.

7. *Rule as to sums of which payment is deferred or to be made by instalments.*] All fines imposed by the court shall appear in this account in chronological order, and where payment is deferred, or to be made by instalments, the fact shall be shown in the column headed "Remarks." When the whole of the sum has been paid or recovered by distress, or the term of imprisonment imposed in default of payment or of sufficient distress has expired, the clerk shall then enter the sum in the account. Provided that, though the whole of the sum may not have been paid or recovered, the instalments received shall be accounted for at such times and in such manner as the above-mentioned local authority may direct.

8. *Provision for dispensing with unnecessary accounts.*] Where a clerk of a court of summary jurisdiction renders an account in the form required or authorized by these rules to the authority to whom he is required to render it, he shall not be required to render any other account relating to the same particulars.

9. *Entry of receipts by clerk.*] The clerk of each court of summary jurisdiction shall enter on the day of its receipt each sum of money received by him on any account whatever. Each instalment so received shall be entered in a book called the Instalment Ledger to an account to be opened in respect of the proceeding in which the sum is paid.

10. *Remitted Fees Book.*] The book required to be kept by section 12 of the Act 14 & 15 Vict. c. 55, shall be kept according to the form in Part III. of the schedule hereto, and shall be called the Remitted Fees Book.

11. *Crown fines.*] The clerk of every court of summary jurisdiction shall send, on the 10th day of January, April, July, and October in each year, to the Secretary of State for the Home Department, Whitehall, without paying the postage, a certified statement, in the form in Part III. of the schedule hereto, of all fines which have been imposed by the court during the previous three months, and which are payable wholly or in part to her Majesty or to the Exchequer. If no such fines have been imposed, the statement shall be certified in blank.

12. *Application of sum due under forfeited security.*] Where a court of summary jurisdiction has enforced payment of any sum due by a principal in pursuance of a security under the Summary Jurisdiction Act, 1879, which appears to the court to be forfeited, the sum shall, unless it is recoverable as a civil debt, be paid to the clerk of the court, and shall be paid and applied by him in the manner in which fines imposed by the court, in respect of which fines no special appropriation is made, are payable and applicable.

13. *Form of security under Act.*] Any security given under the Summary Jurisdiction Act, 1879, by an oral or written acknowledgment shall be in the form of an undertaking, and may be in the appropriate form in Part I. or Part II. of the schedule hereto, or in any other form to the like effect.

14. *Security book.*] The clerk of each court of summary jurisdiction shall keep a security book, and shall enter therein, with respect to each security given in relation to any proceeding before the court, the name and address of each person bound, showing whether he is bound as principal or as surety, the sum in which each person is bound, the undertaking or condition by which he is bound, the date of the security, and the person before whom it is taken. Where any such security is not entered into before the court, or before the clerk of the court, the person before whom it is entered into shall make a return of it, showing the above particulars, to the clerk of the court. The security book, and any certified extract therefrom, shall be evidence of the several matters hereby required to be entered in the security book in like manner as if the security book were the register.

15. *Notice to principal of forfeiture of security.*] Not less than two clear days before a warrant of distress is issued for a sum due by a principal in pursuance of a forfeited security under the Summary Jurisdiction Act, 1879, the clerk of the court issuing the warrant shall cause notice of the forfeiture to be served on the principal. Service of the notice may be effected either by prepaid letter sent to the

address mentioned in the security, or as service of a summons may be effected under the Summary Jurisdiction Acts.

16. *Mode of application to vary order for surties.* An application under section 26 of the Summary Jurisdiction Act, 1879, shall be an application for a summons requiring the complainant to show cause why the order made on his complaint should not be varied.

17. *Time for stating special case.* An application to a court of summary jurisdiction under section 33 of the Summary Jurisdiction Act, 1879, to state a special case shall be made in writing, and may be made at any time within seven days from the date of the proceeding to be questioned, and the case shall be stated within three calendar months after the date of the application.

18. *Particulars of claim for civil debt.* In the case of a claim for a civil debt recoverable summarily the particulars of the claim shall, unless embodied in the summons, be annexed to, and, if so annexed, shall be deemed part of the summons.

19. *Judgment summons.* An order of commitment under section 35 of the Summary Jurisdiction Act, 1879, shall not be made unless a summons to appear and be examined on oath (hereinafter called a judgment summons) has been served on the judgment debtor.

20. *Service of judgment summons.* The judgment summons shall, whenever it is practicable, be served personally on the judgment debtor, but if it is made to appear on oath to the court that prompt personal service is for any reason impracticable, the court may make such order for substituted or other service as to the court may seem just.

21. *Issue and proof of service of judgment summons.* A judgment summons may issue although no distress warrant has been applied for, and its service, where made out of the jurisdiction of the court, may be proved by affidavit or solemn declaration.

22. *Time of service.* A judgment summons shall be served not less than two clear days before the day on which the judgment debtor is required to appear.

23. *Adjournment of hearing of judgment summons.* The hearing of a judgment summons may be adjourned from time to time.

24. *Witnesses on judgment summons.* Any witness may be summoned to prove the means of the judgment debtor, in the same manner as witnesses are summoned to give evidence on the hearing of a complaint.

25. *Date of order of commitment.* An order of commitment made under section 35 of the Summary Jurisdiction Act, 1879, shall, on whatever day it is issued, bear date on the day on which it was made.

26. *Payment by judgment debtor.* When an order of commitment for non-payment of money is issued, the defendant may, at any time before he is delivered into the custody of the gaoler, pay to the officer holding the order the amount indorsed thereon as that on the payment of which he may be discharged, and on receiving that amount the officer shall discharge the defendant, and shall forthwith pay over the amount to the clerk of the court.

27. *Discharge of judgment debtor.* The sum indorsed on the order of commitment as that on payment of which the prisoner may be discharged may be paid to the clerk of the court from which the commitment order was issued, or to the gaoler in whose custody the prisoner is. Where it is paid to the clerk, he shall sign a certificate of the payment, and upon receiving the certificate by post or otherwise the gaoler in whose custody the prisoner then is shall forthwith discharge the prisoner. Where it is paid to the gaoler, he shall, on payment to him of that amount, with costs sufficient to pay for sending the amount by post-office order or otherwise, to the court under the order of which the prisoner was committed, sign a certificate of the payment, and discharge the prisoner, and forthwith transmit the sum so received to the clerk of the court.

28. *Costs of plaintiff in enforcing order.* All costs incurred by the plaintiff in endeavouring to enforce an order shall, unless the court otherwise order, be deemed to be due in pursuance of the order as if it were made under section 5 of the Debtors Act, 1869.

29. *Fee for taking declaration.* The fee for taking a declaration under section 41 of the Summary Jurisdiction Act, 1879, shall be one shilling.

30. *Forms.* The forms in the schedule hereto, or forms to the like effect, may be used, with such variations as circumstances require.

The forms S. 1 and S. 2 in the schedule to the Summary Jurisdiction Act, 1848, are hereby annulled.

12th December, 1879.

CARRIS, C.

Law Student's Journal.

INCORPORATED LAW SOCIETY. FINAL EXAMINATION.

November, 1879.

At the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

Herbert Harry Hickmott, who served his clerkship to Messrs. Badgers, Rhodes, & Co., of Rotherham; and Messrs. Bell, Brodric, & Gray, of London.

Samuel Southall, who served his clerkship to Mr. Thomas Southall, of Worcester.

Frederick William Bromley, who served his clerkship to Messrs. Toy & Broadbent, of Ashton-under-Lyne.

Samuel Meeson Morris, who served his clerkship to Mr. Henry Morris, of Shrewsbury; Mr. Henry Meeson Morris, of Shrewsbury; and Messrs. J. & F. Needham, of London.

George Paris Sandeman, who served his clerkship to Messrs. Boulton & Sons, of London.

Fairfax Spofforth, who served his clerkship to Messrs. Barnes & Russell, of Lichfield.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Hickmott the prize of the Honourable Society of Clement's Inn, value ten guineas.

To Mr. Southall, the prize of the Honourable Society of Clifford's Inn, value five guineas.

To Mr. Bromley, the prize of the Honourable Society of New Inn, value five guineas.

To Mr. Morris, Mr. Sandeman, and Mr. Spofforth, prizes of the Incorporated Law Society, value five guineas each.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Empson Alcock, B.A., who served his clerkship to Messrs. Keary & Marshall, of Stoke-upon-Trent; and Messrs. Wedlake & Letts, of London.

William Allison, jun., who served his clerkship to Messrs. W. & T. F. Allison, of Louth, Lincolnshire.

George Edward Atkinson, who served his clerkship to Messrs. Lietch, Dodd, & Bramwell, of North Shields.

James Beaumont, who served his clerkship to Mr. Henry Johnson Carr, of Leeds; and Messrs. Few & Co., of London.

George Jefford Fowler, who served his clerkship to Mr. James Searle, of Crediton, Devon; and Mr. William Turner, of Newcastle-under-Lyme.

William Rowlands Parry, who served his clerkship to Mr. John Roberts, of Bangor.

Henry James Manley Power, who served his clerkship to Messrs. Wintle, Son, & Maule, of Newnham, Gloucestershire; and Messrs. Field, Roscoe, & Co., of London.

Frank Izod Richards, who served his clerkship to Messrs. Pyke, Irving, & Pyke, of London.

William Joseph Yeoman, who served his clerkship to Messrs. Darbshire & Tatham, of Manchester; Messrs. Grundy & Kershaw, of Manchester; and Messrs. Pritchard, Englefield, & Co., of London.

The council have accordingly awarded them certificates of merit.

The examination committee have further certified that the answers of the following candidate were highly satisfactory, and would have entitled him to honorary distinction if he had not been above the age of twenty-six:—

Edward Thomas Ayers, would have been entitled to a prize.

The number of candidates examined was 206; of these, 169 passed, and 37 were postponed.

By order of the council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

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Court Papers.

WINTER CIRCUITS.

MAIDSTONE ASSIZES.—The commission will be opened at Maidstone, on the South-Eastern Circuit, on Monday, January 12; and on Tuesday, the 13th, both courts will sit at 10.30, when civil business only will be taken, Lord Justice Bramwell hearing special jury causes, and Mr. Justice Denman trying common jury cases. On Wednesday, the 14th, the courts will sit at ten o'clock for the trial of both prisoners and causes.

NORTH WALES CIRCUIT.—The following dates have been fixed for the assizes on the North Wales Circuit:—Welchpool, Monday, January 12; Dolgelly, Thursday, January 16; Carnarvon, Saturday, January 17; Beaumaris, Wednesday, January 21; Ruthin, Saturday, January 24; Mold, Wednesday, January 28; Chester, Saturday, January 31; Cardiff, Saturday, February 7. It is now arranged that Mr. Justice Grove will take the North Wales, and Mr. Justice Lindley the South Wales Circuit.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 19, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Barter, Herbert J. E., Forest Gate, Essex, Clerk in Holy Orders. Pet Dec 16. Brougham. Jan 23 at 11.
Casper, John, Warner st, French Hat Manufacturer. Pet Dec 15. Popsy. Jan 16 at 1.30.
Dancy, George, Wilson st, Finsbury, Licensed Victualler. Pet Dec 16. Brougham. Jan 23 at 11.
Jackson, John, King William st, Engineer. Pet Dec 17. Brougham. Jan 13 at 11.

To Surrender in the Country.

Buxton, Benjamin Stone, Aldwark, Derby, Coal Merchant. Pet Dec 17. Weller, Derby, Jan 2 at 12.
Emma, Walter Meadows, Norwich, Milliner. Pet Dec 15. Cooke. Norwich, Jan 5 at 1.
Faller, Christine, and Henry Hollanders, Landport, Refreshment house keepers. Pet Dec 12. Renny, Portsmouth, Jan 8 at 12.
Jones, David Lewis, Llanfhainglar-arth, Carmarthen, Builder. Pet Dec 15. Lloyd, Carmarthen, Dec 30 at 12.
Kenney, John Henry Carver, Harrogate, Hotel Keeper. Pet Dec 16. Perkins. York, Jan 2 at 12.
Matthews, James, Kilmington, Devon, Butter Factor. Pet Dec 2. Daw. Exeter, Dec 31 at 12.
Munyard, Arthur, Greenwich, Baker. Pet Dec 12. Pitt-Taylor. Greenwich, Jan 9 at 1.
Nash, Robert, Grassenhall, Norfolk, Labourer. Pet Dec 13. Cooke. Norwich, Jan 5 at 12.
Tate, James, Norwich, Sugar Boiler. Pet Dec 16. Cooke. Norwich, Jan 6 at 12.
White, James, Glastonbury, Somerset, Butcher. Pet Dec 12. Garrod. Wells, Jan 2 at 1.30.
Williams, William Jones, Lambourne, Berks, Farmer. Pet Dec 17. Pinniger. Newbury, Jan 7 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 19, 1879.

Bonner, Edward, Thornton Heath, Surrey, Cow keeper. Dec 15.
Parkin, Joseph, Middlesbrough, Stationer. Dec 16.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 19, 1879.

Akster, George Robert, Kingston-upon-Hall, Grocer. Dec 31 at 12 at offices of Walker and Spink, Parliament st, Kingston-upon-Hall.
Albrow, Frederick, Northampton st, Marylebone, Plumber. Dec 31 at 3 at offices of Clark and Cooper, Portugal st, Lincoln's inn.
Angus, George, Everton, Lancaster, Licensed Victualler. Jan 2 at 2 at offices of Francis and Co. Cook st, Liverpool.
Atkin, Thomas, Nottingham, out of business. Jan 9 at 3 at offices of Briggs, Amen alley, Derby.
Atkins, James, Riddlesdown, Surrey, Lime Merchant. Jan 12 at 4 at offices of Marshall, Chancery lane.
Atkinson, Stephen Richard, Bradford, York, Wholesale Potato Merchant. Dec 30 at 11 at offices of Peel and Gaunt, Chapel lane, Bradford.
Attwood, Benjamin, Rowley Regis, Stafford, Greengrocer. Dec 27 at 11 at offices of Addie n, High st, Brierley Hill.
Bagguley, Eli, Newcastle-under-Lyme, Plumber. Dec 29 at 11 at offices of James, Newcastle-under-Lyme.
Bette, Thomas, Eye, Suffolk, Farmer. Jan 7 at 2 at Three Horse Shoes Hotel, Eye, Suffolk, Ipswich.
Binfield, Thomas, James, East rd, City rd, Cabinet Manufacturer. Dec 30 at 11 at offices of K. n. g. Shepperton rd, Islington.
Blackburn, Frederick, Lincoln, Grocer. Jan 5 at 11 at offices of Page, jun, Flaxengate, Lincoln.
Bland, Agnes, Irthlington, Cumberland, Widow. Jan 2 at 2 at Bush Hotel, Carlisle. Farish, jun, Brampton.
Bracher, Henry John, King's rd, Chelsea, Builder. Dec 31 at 3 at 23, Borough High st. Rashleigh, Borough High st.
Brathwaite, James, Fairfield, nr Stockton-on-Tees, out of business. Jan 5 at 3 at offices of Newby and Co. Finkle st, Stockton-on-Tees.
Brown, John, Huddersfield, Woollen Manufacturer. Dec 31 at 11 at offices of Leesroyd and Co, Buxton rd, Huddersfield.

Burbeck, Robert, Leicester, Van Driver. Dec 31 at 3 at offices of Falestead, Granby st, Leicester.
Burden, Jabez, Leicester, Fancy Hoisery Manufacturer. Jan 6 at 3 at offices of Wright and Hlocks, Belvoir st, Leicester.
Cade, Jarvis, Spaldwick, Huntingdon, Builder. Jan 2 at 2 at George Hotel, Huntingdon. Hunnybun and Sons.
Cann, William, Plymouth, Printer. Dec 30 at 11 at offices of Squares, George st, Plymouth.
Carr, Thomas, Horstead Keynes, Sussex, Grocer. Jan 3 at 1 at Bent Hotel, Lindsell. Goodman, Brighton.
Chapman, George, Radley, Berks, Farmer. Jan 6 at 10 at Crown and Thistle Hotel, Abingdon. Challoner and Son, Abingdon.
Chapple, William, jun, Manchester, Plane Manufacturer. Jan 7 at 3 at offices of Secor, Fountain st, Manchester.
Chattell, George, William Henry, Oxford st, Grocer. Jan 9 at 2 at 6, Arthur at East. May and Co, Adelaide place, London Bridge.
Child, John, Hookering, Norfolk, Farmer. Dec 31 at 12 at offices of Tillet, Opie st, Norwich.
Chiverton, James, Ryde, Isle of Wight, Wine Merchant. Jan 5 at 3 at the Law Institution, Chancery lane. Stoddard and Whiting, South Molton st.
Clegg, Abraham, Brighouse, York, Clothier. Jan 5 at 3 at offices of Barber, Church st, Brighouse.
Cline, James, Leamington Priore, Warwick, Solicitor. Jan 8 at 12 at offices of Sanderson, Church st, Warwick.
Collins, Andrew, Bradford, York, General Dealer. Dec 29 at 12 at the Dog and Partridge Hotel, Fennell st, Manchester. Neilly, Bradford.
Collins, Edward John, Leicester, Trunk Manufacturer. Jan 6 at 12 at offices of Shire, Market st, Leicester.
Collins, Lewis, Batley Carr, York, Painter. Jan 2 at 11 at offices of Stapleton, Union st, Dewsbury.
Cox, John, William Frederick, Freeman's ct, Cheapside, Licensed Victualler. Jan 1 at 2 at the Guildhall Tavern, Gresham st.
Crump, Anthony, Bermoodsey, Carman. Dec 30 at 3 at offices of Johnson and Son, Cannon st. Willocks, Great George st, Westminster.
Curnock, Thomas, Ledbury, Hereford, Carpenter. Jan 1 at 12 at offices of Piper, the Court House, Ledbury.
Darsley, Henry William, Queen's rd, Peckham, Fish Salesman. Dec 30 at 11 at offices of Cooper and Co, King's Arms yd.
Derbyshire, Joseph, Holmes, Manchester, Earthenware Dealer. Jan 5 at 3 at offices of Bodington and Ball, Princess', Manchester.
Drew, William, Taper Norwood, Grocer. Jan 7 at 3 at offices of Birch, Borough High st.
Eagle, George, Liverpool, Butcher. Jan 2 at 2 at offices of Lamb, Moorfield, Liverpool.
Edwards, Charles, Little Grandson, Cambridge, Farmer. Jan 2 at 11 at offices of Day and Wade-Gery, Cambridge st, Saint Neots.
Evans, Evan David, Tanyfoel, Merioneth, Farmer. Jan 6 at 2.30 at the White Lion Hotel, Machynlleth. Harrison.
Farmer, James, Hibleton, Worcester, Farmer. Jan 1 at 11 at offices of Hill, Worcester.
Farrington, Lawrence, Shudehill, Manchester, Hay and Corn Dealer. Jan 6 at 3 at offices of Chew and Son, Swan st, Manchester.
Fennley, John, Wigan, Grocer. Dec 31 at 11 at offices of France, Churchgate, Wigan.
Fleeman, Robert, Nottingham, Auctioneer. Jan 1 at 11 at the Assembly Rooms, Low pavement, Nottingham.
Franklin, Walter, Gt James st, Lisson grove, Leather Merchant. Jan 6 at 11 at offices of Watson, Southampton buildings, Holborn.
Geeringth, Richard, Blenheim, Oxford, Farmer. Jan 5 at 12 at offices of Bickerton, St Michael's church, Ship st, Oxford.
Gibson, Benjamin, Telford-hill, Stafford, Publican. Dec 31 at 3 at offices of Llewellyn and Ackrill, Piccadilly st, Tunstall.
Green, William Henry John, Charlbury, Oxford, Butcher. Dec 31 at 11 at the Crown and Cushion Hotel, Chipping Norton. Watkins, Chipping Norton.
Hagger, Harry, Bath, Licensed Victualler. Dec 30 at 12 at offices of Wilton, Westgate b dngs, Bath.
Hammonds, James, John Moss, and William Riley Taylor, Bilson, Bedstead Makers. Jan 1 at 10.30 at the Queen's Hotel, Stephenson pl, Birmingham. Shakespeare, Oldham.
Handby, John Marshall, Bradford, York, Fishmonger. Jan 2 at 4 at offices of Atkinson, Tyrell st, Bradford.
Hardingham, Frederick Robert, Fakenham, Norfolk, Banker's Clerk. Jan 5 at 3 at offices of Cates, Swann st, Fakenham.
Hartaves, John, New Bridge st, Blackfriars, Saddler's Ironmonger, Dec 31 at 2 at offices of Tundale, Essex st, Strand.
Harris, Edwin Henry, Warham, Dorset, Innkeeper. Jan 5 at 11 at the Angel Hotel, Market st, Poole. Dickinson, Poole.
Harrison, Thomas, Lincoln, Engineer. Jan 3 at 11 at the Heal Hotel, High st, Lincoln. Page, Lincoln.
Heaton, John, New Radford, Nottingham, Hair Dresser. Jan 13 at 3 at offices of Lees, Middle pavement, Lincoln.
Henry, Charles, Winchester, Lay Vicar. Jan 5 at 2 at offices of Adams and Co, Jewry st, Winchester.
Hill, John, Middlesbrough, out of business. Dec 30 at 3 at offices of Bainbridge and Barney, Albert rd, Middlesbrough.
Hollyman, Charles Henry, Cardiff, Baker. Dec 30 at 11 at offices of Morgan and Scott, High st, Cardiff.
Howell, Henry, Bradford, Leather Dealer. Jan 5 at 4 at Wharton's Hotel, Park lane, Leeds. Richardson and Morris, Bradford.
Hyde, Thomas, Ruseley, Lancaster, Ironmonger, Jan 7 at 3 at offices of Farrington, Mosley st, Manchester.
Jackson, Edward George, Wilby, Northampton, Farmer. Dec 31 at 11 at Hind Hotel, Wellingtonborough. Andrew, Northampton.
Jenks, William, Bedford, York, Farmer. Jan 6 at 11 at offices of White, Exchange st, Great Driffield.
Jones, Robert, Tranmore, Chester, Builder. Dec 31 at 2 at offices of Collins and Jones, Cook st, Liverpool.
Lamb, Maria Jane, Fopstone rd, Kennington, Schoolmistress. Dec 30 at 3 at offices of Holders, Barbican.
Lawton, Benjamin Carr, Corbridge, Northumberland, Contractor. Jan 6 at 11 at Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Garbutt, Newcastle-upon-Tyne.
Leber, John, Goswell rd, Clerkenwell, Engineer. Jan 5 at 3 at offices of Smith and Wood, Great James st, Bedford row.

Lawton, Henry, West Deeping, Lincoln, Miller. Dec 31 at 3 at Bell and Oak Inn, Peterborough. Gache: Peterborough
 Linnell, John, and William Henry Hill, Sheffield, Wholesale Fruit Merchants. Dec 27 at 12 at offices of Miller, Queen st, Sheffield
 Lloyd, John, Liverpool, Artificial Flower Manufacturer. Jan 6 at 2 at the Law Association Rooms, Cook st, Liverpool. Lockett, Liverpool
 Longden, Joseph, Darfield, York, Grocer. Jan 8 at 12 at offices of Parker, Regent st, Barnsley
 Malpas, Charles, Birmingham, Boot Manufacturer. Jan 7 at 3 at offices of Jaques, Temple row, Birmingham
 Marshall, William Parker, Brunswick sq, Traveller. Jan 5 at 11 at offices of Butler, Queen st pl
 Nichell, Frederick, Ipsom, Surrey, Licensed Victualler. Jan 8 at 2 at offices of Newman, Draper's gardens, Throgmorton st
 Moore, Ben, Lindley, Huddersfield, Labourer. Jan 2 at 11 at offices of Butkney, New st, Huddersfield
 Moore, Edward Thomas, Bristol, out of employ. Jan 3 at 11 at offices of Fernyhough, Stapleton rd, Bristol
 Morris, Llewellyn, Rusbun, Denbigh, Innkeeper. Jan 2 at 12 at offices of Jones, Henbly st, Wrexham
 Newen, George, Hilkey, Norfolk, Farmer. Jan 2 at 1 at the Lamb Hotel, Ely. Wilkin, Furnival's inn
 New, Alfred, Elmley Lovett, Worcester, Farmer. Jan 2 at 11 at offices of Corbett, Avenue house, the Cross, Worcester
 Mason, Benjamin, Glasgote, Warwick, Builder. Jan 5 at 3 at offices of Nevill and Atkins, Colehill, Tamworth
 New, Frederick, Hermit rd, Canning Town, Builder. Jan 7 at 3 at offices of Marsh, Fen ct
 Neales, Alfred, Knauford, Cheshire, Clerk of Works. Jan 12 at 3 at offices of Hankinson, Queen's chambers, John Dalton st, Manchester
 Owen, David, Lichthy, Carmarthen, Farmer. Jan 3 at 10 30 at offices of Griffiths, St Mary st, Carmarthen
 Osans, James, Birkenhead, Cheshire, Grocer. Jan 5 at 2 at offices of Hannan and Pugh, Duncan st, Birkenhead
 Pellington, Thomas, Manchester, out of business. Jan 6 at 3 at offices of Marlow, Cross st, Manchester
 Partridge, Ebenezer, Smethwick, Stafford, Engineer. Jan 5 at 12 at offices of Lake and Sharp, Ann ct, Birmingham. Harwards and Co, Surridge
 Pellington, John, Harrogate, York, Provision Merchant. Dec 30 at 11 at offices of Wilkes, Northgate, Darlington
 Phipps, James, Milton-next-Sittingbourne, Carter. Jan 8 at 11 at Gibson, High st, Sittingbourne
 Poole, John Henry, Birmingham, Tailor. Jan 1 at 12 at offices of Buller and Bickley, Bennett's hill, Birmingham
 Powles, Kenneth, the Castle, Lancashire, Solicitor. Jan 2 at 3 at offices of Parkinson, Corn merce ct, Lord st, Liverpool
 Preen, Johnson, Oxonhorpe, York, Joiner. Dec 27 at 11 at offices of Morgan and Morgan, Victoria chambers, Shipley
 Price, Henry, Buxton, Derby, House Furnisher. Jan 14 at 3 at the Shakespeare Hotel, Buxton. Bennett and Co, Buxton
 Prince, William, Crich, Derby, Grocer. Jan 5 at 3 at Bell Hotel, D. Ry. Harris, Crich
 Read, Frederick, Derby, Bootmaker. Jan 8 at 3 at offices of Hextall, Full st, Derby
 Reider, Francis, Moss Side, nr Manchester, Grocer. Jan 5 at 11 at offices of Johnstone and Keadal, Kennedy st, Manchester. Lawson, Manchester
 Redman, Cockcroft, Lydiate, York, Picker Manufacturer. Jan 2 at 12 at offices of Eastwood, Masonic Hall, Fodmorden
 Ridge, John, Tannock, Fishmonger. Dec 31 at 11 at offices of Treachant and Co, Hamant st, Tannock
 Righton, Daniel, Netheron, Worcester, Farmer. Jan 1 at 1 at Crown Hotel, Bridge st, Pershore. Laws
 Russell, Frederick, Ashton Ward, Northampton, Farmer. Dec 30 at 2 at Talbot Hotel, Oundle, Northampton. Gache: Peterborough
 Russell, George, Marsh, Bristol, Horse Dealer. Dec 29 at 12 at offices of Bennett, Broad st, Bristol
 Searle, Mary, Caroline Searle, and Emma Searle, Exeter, Fancy Drapers. Dec 31 at 11 at offices of Southcott, Post Office st, Bedford Circus, Exeter. Harriott, Exeter
 Shotton, James, Crewe, Chester, Shopkeeper. Jan 3 at 11 at offices of Latham, Norwich rd, Crewe
 Short, Thomas, Monkwell st, Warehouseman. Jan 6 at 12 at offices of Pinkett and Leader, St Paul's churchyard
 Simpson, William Gilby, Devontry, Northampton, Confectioner. Jan 6 at 3 at offices of Crosswell, New st, Devontry
 Smith, James, Manchester, Sewing Machine Dealer. Dec 30 at 11 at offices of Eltoft, King st, Manchester
 Smith, Joseph, Oulton, York, Joiner. Jan 5 at 11 at offices of Tennant, Albion st, Leeds
 Smithers, Robert Bance, Brighton, Sussex, Manager to a Fishmonger. Dec 30 at 2 at offices of Cockburn, Duke st, Brighton
 Steele, William, Longton, Stafford, Butcher. Dec 23 at 11 at offices of Welch, Carline st, Longton
 Stettin, Conrad, Liverpool, Baker. Jan 8 at 2 at offices of Browne and Jarman, Hutton garden, Liverpool
 Stewart, Robert, Houghton-le-Spring, Durham, Drapers. Dec 31 at 11 at offices of Ridley, Moseley st, Newcastle-upon-Tyne
 Stokes, Frederick Walter, King st, Snow hill, Wine and Spirit Merchant. Dec 30 at 3 at offices of Ashwin, Garden court, Temple
 Stowe, John Charles, Blackburn, Lancaster, Butcher. Dec 31 at 11 at offices of Scott, Victoria st, Bla-kourn
 Sutland, Samuel, Armlay, Leeds, Builder. Jan 2 at 3 at offices of Brock, Bond st, Leeds
 Symonds, William, Richard John, Gwinear, Cornwall, Farmer. Jan 5 at 3 at offices of Dale, Penzance
 Tata, Samuel Harpham, Kingston-upon-Hull, Boat and Shoe Maker. Dec 30 at 3 at offices of Jorden and Whiting, County buildings, Kingston-upon-Hull
 Tavernfield, Samuel, 10, Billingsgate Market, Fish Dealer. Dec 20 at 3 at offices of Ley and Brocksbury, Water lane, Great Tower st
 Taylor, Jabez, Manchester, Firebrick Merchant. Jan 6 at 3 at offices of Bate and Edgar, Booth st, Manchester
 Taylor, Richard Brown, Skirbeck, Lincoln, Farmer. Jan 1 at 11 at offices of Dyer, Church lane, Boston

Tebbutt, Joseph, High st, Camden Town, Cheesewonger. Dec 29 at 3 at the Guildhall Tavern, Gresham st. Widdcombe, Metropolitan chambers, New Broad st
 Thomas, Tom, Earl's Court rd, Kensington, Newsagent. Jan 14 at 3 at the Law Institution, Chancery lane. Hughes, Benet pl, Gracechurch st
 Tully, Thomas James, West Teignmouth, Devon, Carter. Jan 3 at 10 at offices of Southcott, Post Office st, Exeter
 Turpin, William st, Harrow rd, Builder. Jan 5 at 3 at offices of Mikeson and Co, Lincoln's inn fields
 Vincent, Samuel John, Croydon, out of business. Dec 29 at 11 at the Green Dragon Hotel, High st. Croydon. Dennis, Croydon
 Walker, John, and Joan Henry Barr, North Frodingham, York, Contractors. Jan 5 at 2 at the Paragon Hotel, Paragon st, Kingston-upon-Hell. White, Great Driffield
 Walker, John Andrew, Manchester, Merchant. Jan 7 at 3 at offices of Grundy and Co, Booth st, Manchester
 Walker, Thomas Henry, Crawford st, Hat Manufacturer. Dec 30 at 11 at offices of Phelps and Co, Gresham st
 Wastell, Georgina Harriot, Bath, Schoolmistress. Jan 9 at 12 at offices of Simons and Co, Manvers st, Bath
 Whitley, John Henry, Norfolk rd, Dilston, Warehouseman. Jan 2 at 2 at offices of Neave, Cheapside
 Wilkinson, Francis Thomas, Leeds, Stationer. Jan 5 at 2 at offices of Whiteley, Albion st, Leeds
 Williams, Ellen, Coleherne rd, South Kensington, Dec 31 at 12 at offices of Lewis and Undermaur, Chancery lane
 Wood, Alfred, Duddleswell, Sussex, Carrier. Jan 5 at 3 at offices of Langham, Uckfield
 Woodcock, William, Heanor, Derby, Milk Seller. Jan 5 at 2 30 at the Navigation Inn, Langley Hill, Darroshire. Balk, Nottingham

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